

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

GSBCA 15274 GRANTED;
GSBCA 15268, 15270-73, 15275-78 GRANTED IN PART:
April 17, 2001

GSBCA 15268, 15270, 15271, 15272, 15273,
15274, 15275, 15276, 15277, 15278

TWIGG CORPORATION,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Randal W. Wax of Shapiro, Lifschitz and Schram, P.C., Washington, DC, counsel for Appellant.

Gerald L. Schrader, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **NEILL**, and **GOODMAN**.

DANIELS, Board Judge (Chairman).

Twigg Corporation (Twigg) supplied and furnished certain labor, equipment, and materials to and performed certain work for the General Services Administration (GSA) under a contract for the renovation of Federal Office Building Number 6, located at Fourth and C Streets, S.W., in Washington, D.C.

During the course of construction, Twigg encountered several instances of site conditions which allegedly differed from what it expected based on its review of the contract drawings and specifications and a limited pre-bid survey of the site. Disputes arose between Twigg and GSA over the pricing of certain change orders (both additive and deductive) and alleged constructive change orders. Another dispute arose between the parties due to GSA's refusal to pay Twigg certain damages allegedly arising from Government-caused delay and/or delay impact which allegedly occurred during the performance of the contract.

At various dates in 1998 and 1999, Twigg requested contracting officer's decisions on ten outstanding claims. On March 17, 2000, Twigg filed, with the General Services Board of Contract Appeals, appeals from the deemed denial of those ten claims. The appeals were docketed by the Board as GSBCA 15268, 15270, 15271, 15272, 15273, 15274, 15275, 15276, 15277, and 15278. The subject matter, date of claim submission, and claimed amount of these appeals are listed below:

<u>GSBCA number</u>	<u>Subject matter</u>	<u>Date of claim submission</u>	<u>Claimed amount</u>
15268	Asbestos removal procedures	December 2, 1999	\$ 92,494
15270	Ventilation of kitchen equipment	June 23, 1999	2,927
15271	Relocation of GSA field office	June 19, 1998	13,772
15272	Extended maintenance of air handling units	February 19, 1999	17,007
15273	Under counter tube lighting	July 19, 1999	2,756
15274	Adjustment to tray slides	February 10, 1999	20,452
15275	Modification to cafeteria sneeze guard	December 9, 1999	8,031
15276	Modification to gas shut-off valves	December 2, 1999	17,146
15277	Project schedule updates	December 3, 1999	43,261
15278	Extended performance costs	September 16, 1999	250,154

On April 13, 2001, the parties filed with the Board a joint motion for a stipulated award. The motion states that the parties have agreed to an entry of judgment in a specified amount for each of the ten cases. The motion also states that the parties will, upon issuance of a Board decision in these cases, immediately submit certificates of finality as to the decision.

Decision

The Board's decision in these cases is issued pursuant to Rule 136(e) (48 CFR 6101.36(e) (2000)).

GSBCA 15274 is **GRANTED**. GSA shall pay to Twigg the amount of \$20,452 in this case.

Each of the remaining cases is **GRANTED IN PART**. GSA shall pay to Twigg the amount stated below in each of these cases:

GSBCA 15268:	\$87,474
GSBCA 15270:	1,463.50
GSBCA 15271:	8,500
GSBCA 15272:	9,610
GSBCA 15273:	1,378
GSBCA 15275:	3,196
GSBCA 15276:	6,150
GSBCA 15277:	24,831

GSBCA 15278: 20,000.

In each of the ten cases, GSA shall also pay to Twigg interest on the specified principal amount. Interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41¹ (85 Stat. 97) for the Renegotiation Board, and shall run from the date on which the claim was submitted to the contracting officer (as listed above) until the date of payment.

STEPHEN M. DANIELS
Board Judge

We concur:

EDWIN B. NEILL
Board Judge

ALLAN H. GOODMAN
Board Judge

¹The joint motion for stipulated award cites Public Law 94-41, but that is clearly a mistake. The provision of the Contract Disputes Act of 1978 which provides for payment of interest, 41 U.S.C. § 611 (1994), refers to Public Law 92-41. Public Law 94-41 (89 Stat. 225) made continuing appropriations for various agencies for fiscal year 1976.